

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS**

DALLAS DIVISION

PAMELA MATUSIAK,

Plaintiff,

v.

EMVLP, LLC; PAR NORTH AMERICA INC.;
TEXAS COLLATERAL ADJUSTERS LLC

Defendants.

Civil Action No. 3:24-cv-01320-K

Answer And Affirmative Defenses

**DEFENDANTS PAR NORTH AMERICA, INC. AND TEXAS COLLATERAL
ADJUSTERS LLC'S ANSWER AND AFFIRMATIVE DEFENSES TO
PLAINTIFF'S FIRST AMENDED COMPLAINT**

Defendants Par North America Inc. ("PAR") and Texas Collateral Adjusters ("TCA") (collectively, "Defendants") file this Answer and Affirmative Defenses to Plaintiff's First Amended Complaint.

PARTIES

1. Denied. The majority of the allegations contained in this paragraph of the First Amended Complaint state legal conclusions that do not require a response. Upon information and belief, Defendants admit that Plaintiff resides in Texas.

2. Denied. The majority of the allegations contained in this paragraph of the First Amended Complaint state legal conclusions that do not require a response. Defendants do not have sufficient knowledge or information to form a belief about the truth of the remaining allegations contained in this paragraph of the First Amended Complaint and therefore deny them.

3. Denied. The allegations contained in this paragraph of the First Amended Complaint state legal conclusions that do not require a response. By way of further response,

Defendant identified as PAR North America, Inc.'s correct name is PAR, Inc. d/b/a PAR North America.

4. Denied. The allegations contained in this paragraph of the First Amended Complaint state legal conclusions that do not require a response.

JURISDICTION AND VENUE

5. Denied. The allegations contained in this paragraph of the First Amended Complaint state legal conclusions that do not require a response.

FACTUAL ALLEGATIONS

Defendants' Business Model

6. Denied.

7. Denied.

8. Denied.

9. It is admitted only that PAR subcontracts with local recovery entities.

10. Denied.

11. Denied. The allegations contained in this paragraph of the First Amended Complaint state legal conclusions that do not require a response.

12. Admitted that Defendant PAR subcontracted with Defendant TCA to perform the recovery at issue.

Facts Specific to This Case

13. Admitted upon information and belief.

14. Defendants admit upon information and belief that State Farm Bank, S.F.B. issued a loan to Plaintiff for the vehicle issued and formerly held a security interest in the vehicle at issue.

15. Denied. Defendants are without sufficient knowledge or information to form a belief about the truth of the allegations contained in this paragraph of the First Amended Complaint and therefore deny them.

16. Denied. Defendants are without sufficient knowledge or information to form a belief about the truth of the allegations contained in this paragraph of the First Amended Complaint and therefore deny them.

17. Admitted.

18. Denied. Defendants are without sufficient knowledge or information to form a belief about the truth of the allegations contained in this paragraph of the First Amended Complaint and therefore deny them.

19. Denied. Defendants are without sufficient knowledge or information to form a belief about the truth of the allegations contained in this paragraph of the First Amended Complaint and therefore deny them.

20. Denied. Defendants are without sufficient knowledge or information to form a belief about the truth of the allegations contained in this paragraph of the First Amended Complaint and therefore deny them.

21. Denied. Defendants are without sufficient knowledge or information to form a belief about the truth of the allegations contained in this paragraph of the First Amended Complaint and therefore deny them.

22. Denied. Defendants are without sufficient knowledge or information to form a belief about the truth of the allegations contained in this paragraph of the First Amended Complaint and therefore deny them.

23. Admitted.

24. Denied.

25. It is admitted that PAR subcontracted with TCA to repossess the Vehicle.

26. Denied. Defendants are without sufficient knowledge or information to form a belief about the truth of the allegations contained in this paragraph of the First Amended Complaint and therefore deny them.

27. Denied. Defendants are without sufficient knowledge or information to form a belief about the truth of the allegations contained in this paragraph of the First Amended Complaint and therefore deny them.

28. Denied. Defendants are without sufficient knowledge or information to form a belief about the truth of the allegations contained in this paragraph of the First Amended Complaint and therefore deny them.

29. Denied. Defendants are without sufficient knowledge or information to form a belief about the truth of the allegations contained in this paragraph of the First Amended Complaint and therefore deny them.

30. Denied. Defendants are without sufficient knowledge or information to form a belief about the truth of the allegations contained in this paragraph of the First Amended Complaint and therefore deny them.

31. Denied. Defendants are without sufficient knowledge or information to form a belief about the truth of the allegations contained in this paragraph of the First Amended Complaint and therefore deny them.

32. Denied. Defendants are without sufficient knowledge or information to form a belief about the truth of the allegations contained in this paragraph of the First Amended Complaint and therefore deny them.

33. Denied. Defendants are without sufficient knowledge or information to form a belief about the truth of the allegations contained in this paragraph of the First Amended Complaint and therefore deny them.

34. Denied. Defendants are without sufficient knowledge or information to form a belief about the truth of the allegations contained in this paragraph of the First Amended Complaint and therefore deny them.

35. Denied. Defendants are without sufficient knowledge or information to form a belief about the truth of the allegations contained in this paragraph of the First Amended Complaint and therefore deny them.

36. Denied. Defendants are without sufficient knowledge or information to form a belief about the truth of the allegations contained in this paragraph of the First Amended Complaint and therefore deny them.

37. Denied. Defendants are without sufficient knowledge or information to form a belief about the truth of the allegations contained in this paragraph of the First Amended Complaint and therefore deny them.

38. Denied. Defendants are without sufficient knowledge or information to form a belief about the truth of the allegations contained in this paragraph of the First Amended Complaint and therefore deny them.

39. Denied. Defendants are without sufficient knowledge or information to form a belief about the truth of the allegations contained in this paragraph of the First Amended Complaint and therefore deny them.

COUNT ONE
FDCPA CLAIM AGAINST DEFENDANT PAR AND DEFENDANT TCA

40. Paragraph 40 of the First Amended Complaint incorporates the preceding paragraphs of the First Amended Complaint and requires no response. To the extent a response is required, Defendants incorporate their responses to paragraphs 1-39 of the First Amended Complaint as if the same were fully set forth herein.

41. Denied. The allegations contained in this paragraph of the First Amended Complaint state legal conclusions that do not require a response.

42. Denied. The allegations contained in this paragraph of the First Amended Complaint state legal conclusions that do not require a response.

43. Denied. The allegations contained in this paragraph of the First Amended Complaint state legal conclusions that do not require a response.

COUNT TWO
VIOLATIONS OF THE TEXAS DEBT COLLECTION PRACTICES ACT AGAINST
DEFENDANT WELLS FARGO, DEFENDANT RESOLVION, AND DEFENDANT
KEEL RECOVERY

44. Paragraph 44 of the First Amended Complaint incorporates the preceding paragraphs of the First Amended Complaint and requires no response. To the extent a response is required, Defendants incorporate their responses to paragraphs 1-43 of the First Amended Complaint as if the same were fully set forth herein.

45. The allegations in this paragraph of the First Amended Complaint are directed to non-parties and require no response. By way of further response, the allegations in this paragraph of the First Amended Complaint state legal conclusions that would not require a response if directed to Defendants.

46. The allegations in this paragraph of the First Amended Complaint are directed to non-parties and require no response. By way of further response, the allegations in this paragraph of the First Amended Complaint state legal conclusions that would not require a response if directed to Defendants.

47. The allegations in this paragraph of the First Amended Complaint are directed to non-parties and require no response. By way of further response, the allegations in this paragraph of the First Amended Complaint state legal conclusions that would not require a response if directed to Defendants.

48. The allegations in this paragraph of the First Amended Complaint are directed to non-parties and require no response. By way of further response, the allegations in this paragraph

of the First Amended Complaint state legal conclusions that would not require a response if directed to Defendants.

COUNT THREE
CONVERSION AGAINST DEFENDANT EMVLP, DEFENDANT PAR, AND
DEFENDANT TCA

49. Paragraph 49 of the First Amended Complaint incorporates the preceding paragraphs of the First Amended Complaint and requires no response. To the extent a response is required, Defendants incorporate their responses to paragraphs 1-48 of Plaintiff's First Amended Complaint as if the same were fully set forth herein.

50. Denied. The allegations contained in this paragraph of the First Amended Complaint state legal conclusions that do not require a response.

51. Denied. The allegations contained in this paragraph of the First Amended Complaint state legal conclusions that do not require a response.

52. Denied. The allegations contained in this paragraph of the First Amended Complaint state legal conclusions that do not require a response.

53. Denied. The allegations contained in this paragraph of the First Amended Complaint state legal conclusions that do not require a response.

54. Denied. The allegations contained in this paragraph of the First Amended Complaint state legal conclusions that do not require a response.

55. Denied. The allegations contained in this paragraph of the First Amended Complaint state legal conclusions that do not require a response.

COUNT FOUR
NEGLIGENCE CLAIM AGAINST DEFENDANT EMVLP, DEFENDANT PAR, AND
DEFENDANT TCA

56. Paragraph 56 of the First Amended Complaint incorporates the preceding paragraphs of the First Amended Complaint and requires no response. To the extent a response

is required, Defendants incorporate their responses to paragraphs 1-55 of the First Amended Complaint as if the same were fully set forth herein.

57. Denied. The allegations contained in this paragraph of the First Amended Complaint state legal conclusions that do not require a response.

58. Denied. The allegations contained in this paragraph of the First Amended Complaint state legal conclusions that do not require a response.

59. Denied. The allegations contained in this paragraph of the First Amended Complaint state legal conclusions that do not require a response.

AMOUNT OF DAMAGES DEMANDED

60. Denied. The allegations contained in this paragraph of the First Amended Complaint state legal conclusions that do not require a response.

61. Denied. The allegations contained in this paragraph of the First Amended Complaint state legal conclusions that do not require a response.

62. Denied. The allegations contained in this paragraph of the First Amended Complaint state legal conclusions that do not require a response.

63. Denied. The allegations contained in this paragraph of the First Amended Complaint state legal conclusions that do not require a response.

AFFIRMATIVE DEFENSES

1. Plaintiff fails to state a claim upon which relief can be granted.
2. Plaintiff's claims are barred, in whole or in part, because the loan at issue was in default.
3. Plaintiff's alleged damages were caused, in whole or in part, by non-compliance with the terms of the loan for the Vehicle.

4. Defendants expressly reserve the right to supplement and/or amend these Affirmative Defenses at any time up to and including the time of trial.

Respectfully submitted,

FOX ROTHSCHILD LLP

By: /s/ Andy Nikolopoulos

Andy Nikolopoulos

State Bar No. 24044852

anikolopoulos@foxrothschild.com

Saint Ann Court

2501 N Harwood, Suite 1800

Dallas, Texas 75201

972/991-0889

972/404-0516 – Fax

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of August 2024, a true and correct copy of the above and foregoing document was served upon all counsel of record, in accordance with the Federal Rules of Civil Procedure.

/s/ Andy Nikolopoulos

Andy Nikolopoulos